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10 Attorneys for Plaintiff and Cross-Defendant
11 FRIENDLY FAMILY PRODUCTIONS LLC
12

13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA
15 WESTERN DIVISION
16

17 FRIENDLY FAMILY PRODUCTIONS)
LLC, a California Limited Liability)
18 Company,)

19 Plaintiff,)

20 vs.)

21 LITTLE HOUSE ON THE PRAIRIE, INC.,)
22 a Kansas corporation,)

23 Defendant.)

24 AND RELATED CROSS-ACTIONS.)
25

Case No. CV 08-06602 MMM (CWx)

**STIPULATED CONFIDENTIALITY
AGREEMENT AND PROTECTIVE
ORDER**

1 To protect the confidentiality of certain information disclosed between the
 2 parties in connection with this case, plaintiff Friendly Family Productions LLC
 3 (“FFP”) and defendant Little House on the Prairie, Inc. (“LHOPI”) hereby stipulate
 4 and agree as follows:

5 1. Any party may designate as “Confidential” or as “Highly Confidential –
 6 Attorneys’ Eyes Only” (by stamping the relevant page(s) or as otherwise set forth
 7 below) any document or discovery response that the party considers in good faith to
 8 contain information involving trade secrets, confidential business, financial, or
 9 proprietary information, or information subject to protection under California,
 10 Kansas, or federal law. Where a document or response consists of more than one
 11 page, the first page and each page on which such confidential information appears
 12 shall be so designated. Any document previously produced by a party in the course
 13 of this lawsuit shall be subject to the terms of this Stipulation and Order if the party
 14 originally designated the document as “Confidential” or “Highly Confidential –
 15 Attorneys’ Eyes Only.”

16 2. A party may designate information disclosed during a deposition or in
 17 response to written discovery as “Confidential” or “Highly Confidential – Attorneys’
 18 Eyes Only” by so indicating in the responses or on the record at the deposition and
 19 requesting the preparation of a separate transcript of such material. Additionally, a
 20 party may designate in writing, within ten (10) business days after receipt of
 21 discovery responses or of the deposition transcript for which the designation is
 22 proposed, that specific pages of the transcript and/or specific responses be treated as
 23 confidential information. Any other party may object to such proposal, in writing or
 24 on the record. If an objection is made, the parties shall follow the procedures
 25 described in Paragraph 10 below. After any designation is made according to the
 26 procedure set forth in this paragraph, the designated documents or information shall
 27 be treated according to the designation until the matter is resolved according to the
 28 procedures described in Paragraph 10 below, and counsel for all parties shall be

1 responsible for marking all previously unmarked copies of the designated material in
2 their possession or control with the specified designation.

3 3. All information produced or exchanged in the course of this case (other
4 than information that is publicly available) shall be used by the party or parties to
5 whom the information is produced solely for the purpose of this case.

6 4. Except with the prior written consent of the other parties, or upon prior
7 order of this Court obtained upon notice to opposing counsel, information designated
8 as "Confidential" shall not be disclosed to any person other than the following
9 person(s):

10 a. Counsel for the respective parties to this litigation, including in-house
11 counsel for any party to this litigation;

12 b. Employees of such counsel deemed necessary by counsel for the
13 prosecution or defense of this litigation;

14 c. FFP, any officer or employee of plaintiff, LHOPI, and any officer or
15 employee of LHOPI, and including Bill Kurtis in his capacity as an adviser or
16 consultant to LHOPI in connection with this litigation only, to the extent deemed
17 necessary by counsel for the prosecution or defense of this litigation;

18 d. Consultants or expert witnesses retained for the prosecution or defense
19 of this litigation, provided that each such person shall execute a copy of the
20 Certification attached to this Order before being shown or given any information.
21 Copies of all Certifications shall be retained by counsel for the party so disclosing the
22 information designated "Confidential" and made available for inspection by opposing
23 counsel during the pendency or after the termination of the action;

24 e. Any authors or known recipients of the information designated
25 "Confidential";

26 f. The Court, court personnel, and court reporters; and

27 g. Witnesses. A witness shall sign the Certification before being shown a
28 confidential document. Information designated "Confidential" may be disclosed to a

1 witness who will not sign the Certification only in a deposition at which the party
 2 who designated the information is represented or has been given notice that
 3 information produced by the party may be used. At the request of any party, the
 4 portion of the deposition transcript involving such information shall be designated
 5 “Confidential” pursuant to Paragraph 2 above. Witnesses shown information
 6 designated “Confidential” shall not be allowed to retain copies.

7 5. Except with the prior written consent of the other parties, or upon prior
 8 order of this Court obtained upon notice to opposing counsel, certain information
 9 designated as “Highly Confidential – Attorneys’ Eyes Only” shall not be disclosed to
 10 any person other than the following person(s):

11 a. Counsel for the respective parties to this litigation, including in-house
 12 counsel for any party to this litigation;

13 b. Employees of such counsel deemed necessary by counsel for the
 14 prosecution or defense of this litigation;

15 c. Any authors or known recipients of the information designated “Highly
 16 Confidential – Attorneys’ Eyes Only”; and

17 d. The Court, court personnel, and court reporters.

18 6. Any persons receiving information designated “Confidential” or
 19 “Highly Confidential – Attorneys’ Eyes Only” shall not reveal or discuss such
 20 information with any person who is not entitled to receive such information, except
 21 as set forth in this Stipulation and Protective Order.

22 7. For any documents, pleadings, applications and/or motions submitted to
 23 the Court by any party that attach, quote from, or refer to the substance of documents
 24 or materials containing or consisting of “Confidential” or “Highly Confidential –
 25 Attorneys’ Eyes Only” information, the submitting party shall request permission to
 26 submit such documents and chamber copies to the Court in sealed envelopes or other
 27 appropriate sealed containers, in conformance with the Local Rules of the Central
 28 District of California. On the outside of the envelopes, a copy of the first page of the

1 document shall be attached, unless that page includes Confidential Information. The
2 word "CONFIDENTIAL" shall be stamped on the envelope and a statement
3 substantially in the following form shall also be printed on the envelope:

4 This envelope is sealed pursuant to Order of the Court,
5 contains Confidential Information and is not to be opened
6 or the contents revealed, except by Order of the Court or
7 agreement by the parties.

8 8. Nothing in this Stipulation and Order shall prevent a party from using
9 any "Confidential" or "Highly Confidential – Attorneys' Eyes Only" material at trial
10 or at a hearing. In advance of or at any such hearing or trial, a party or non-party
11 may seek available relief from the Court, including relief limiting disclosure and the
12 manner thereof, of "Confidential" or "Highly Confidential – Attorneys' Eyes Only"
13 material during the course of any such proceeding to persons authorized to receive
14 disclosure by this Stipulation and Order.

15 9. Any party may voluntarily disclose to others without restriction any
16 information that was designated by that party alone as "Confidential" or "Highly
17 Confidential – Attorneys' Eyes Only," although a document may lose its confidential
18 status if it is made public.

19 10. If a party contends that any designated material is not entitled to
20 confidential or highly confidential treatment, such party may at any time give written
21 notice to the party or non-party who designated the material as confidential. Unless
22 the parties agree otherwise, the party or non-party who designated the material shall
23 have fifteen (15) days from the receipt of such written notice to apply to the Court for
24 an order designating the material as confidential, during which time the material shall
25 be treated as confidential. The party or non-party seeking the order has the burden of
26 establishing that the document is entitled to protection.

27 11. Notwithstanding any challenge to the designation of material as
28 "Confidential" or "Highly Confidential – Attorneys' Eyes Only," all documents shall

1 be treated as such and shall be subject to the provisions of this Order unless and until
2 one of the following occurs:

3 a. The party or non-party who claims that the material is “Confidential” or
4 “Highly Confidential – Attorneys’ Eyes Only” withdraws such designation in
5 writing; or

6 b. The party or non-party who claims that the material is “Confidential” or
7 “Highly Confidential – Attorneys’ Eyes Only” fails to apply to the Court for an order
8 designating the material confidential within the time period specified in Paragraph 10
9 after receipt of a written challenge to such designation; or

10 c. The Court rules the material is not properly designated as “Confidential”
11 or “Highly Confidential – Attorneys’ Eyes Only.”

12 12. All provisions of this Order restricting the communication or use of
13 “Confidential” or “Highly Confidential – Attorneys’ Eyes Only” material or
14 information shall continue to be binding after the conclusion of this action, unless
15 otherwise agreed or ordered. Upon conclusion of the litigation, including any
16 appeals, a party in the possession of “Confidential” or “Highly Confidential –
17 Attorneys’ Eyes Only” material or information, other than that which is contained in
18 pleadings, correspondence, and deposition transcripts, shall either (a) return such
19 documents no later than thirty (30) days after conclusion of this action to counsel for
20 the party or non-party who provided such information, or (b) destroy such documents
21 within the time period upon consent of the party who provided the information and
22 certify in writing within thirty (30) days that the documents have been destroyed.

23 13. Nothing in this Stipulation and Protective Order shall be deemed to
24 waive any applicable privilege or work product protection, or to affect the ability of a
25 party to seek relief for an inadvertent disclosure of material protected by privilege or
26 work product protection.

27 14. Any witness or other person, firm, or entity from which discovery is
28 sought may be informed of and may obtain the protection of this Order by written

1 advice to the parties' respective counsel or by oral advice at the time of any
2 deposition or similar proceeding.

3
4 DATED: _____

DAVIS WRIGHT TREMAINE LLP
ANDREW J. THOMAS
MARCIA B. PAUL
CHRISTOPHER J. ROBINSON

7 By: _____
8 Andrew J. Thomas

9 Attorneys for Plaintiff and Cross-Defendant
FRIENDLY FAMILY PRODUCTIONS LLC

10 DATED: _____

WINSTON & STRAWN LLP
GAIL J. STANDISH, ESQ.
ROBERT F. GOOKIN, ESQ.
STEPHEN P. DURSCHLAG

14 By: _____
15 Robert F. Gookin

16 Attorneys for Defendant and Cross-
17 Complainant LITTLE HOUSE ON THE
PRAIRIE, INC.

18 DATED: _____

RYNDAK & SURI LLP
ERIC H. WEIMERS

21 By: _____
22 Eric H. Weimers

23 Attorneys for Defendant and Cross-
24 Complainant LITTLE HOUSE ON THE
PRAIRIE, INC.

25 IT IS SO ORDERED:

26
27 DATED: August 13, 2009

/s/ Carla M. Woehrle

United States Magistrate Judge

CERTIFICATION

I hereby certify my understanding that Confidential Information is being provided to me pursuant to the terms and restrictions of the Protective Order dated _____, in *Friendly Family Productions LLC v. Little House on the Prairie, Inc.*, Case No. CV 08-06602 MMM (CWx) (C.D. Cal.). I have been given a copy of that Order and read it. I agree to be bound by the Order. I will not reveal the Confidential Information to anyone, except as allowed by the Order. I will maintain all such Confidential Information – including copies, notes, or other transcriptions made therefrom – in a secure manner to prevent unauthorized access to it. No later than thirty (30) days after the conclusion of this action, I will return the Confidential Information – including copies, notes, or other transcriptions made from that information – to the counsel who provided me with the Confidential Information. I hereby consent to the jurisdiction of the United States District Court of the Central District of California for the purpose of enforcing the Protective Order.

DATED: _____

Signature

Printed name